

Michael A. Martel
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June 25, 2009

Honorable Robert D. Drain
Docket Number 05-44481 (RDD)
United States Bankruptcy Judge – Southern District of New York
One Bowling Green
New York, New York 10004-1408

Dear Honorable Drain

As a recently severed Delphi Salaried employee, with over 33 years seniority and 30 years of credited service to General Motors and Delphi, I strongly object to the provisions of the June 1, 2009 Master Disposition Agreement specifically Article 9.5.11 whereby Delphi Corporation plans to terminate the severance payments Delphi is contractually obligated to pay in its planned emergence from Bankruptcy.

Judge Drain, this is a legal contract entered into during the course of bankruptcy, not a pre-petition contract as claimed by Delphi. My specific contract was entered into on May 13, 2009. I have waived certain rights to receive this severance package. This contract is not a Delphi provided benefit, but a legal contract which fully expect to be honored.

It is my intent to use this separation to use this money to pay for tuition and look for continued employment. I find this action by Delphi prejudicial and discriminatory, as the Delphi hourly employees have had both their separation allowance and pensions upheld.

I am asking you to perform a rigorous review of the Delphi separation plan as well as the action turning the Delphi Salaried Pensions over to the PBGC.


Michael A. Martel